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A Limited Liability Partnership
2 Including Professional Corporations
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7 Attorneys for Plaintiff SPEEDPLAY, INC.

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 SPEEDPLAY, INC., a California
12 corporation,

13 Plaintiff,

14 v.

15 BICYCLEBUYS, an organization of
unknown origin d.b.a.
16 BICYCLEBUYS.COM,; NEIL IR, an
individually and d.b.a.
17 BICYCLEBUYS.COM; NEIL IR and
18 DOES 1-10 inclusive,

19 Defendants.
20

Case No.: 08-cv-0419 JLS (POR)

**STIPULATED PERMANENT
INJUNCTION AND JUDGMENT**

21 **STIPULATION**

22 1. WHEREAS the parties wish to avoid the unnecessary costs and burdens
23 associated with litigation of this matter; and

24 2. WHEREAS the parties have reached agreement on an appropriate stipulated
25 permanent injunction and judgment to be entered in this case; and
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1 3. WHEREAS both parties are represented by counsel and have had the
2 opportunity to confer with and be advised by counsel about this Stipulated Permanent
3 Injunction and Judgment; and
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5 4. WHEREAS the parties, through their counsel, have agreed to execute and
6 abide by this Stipulated Permanent Injunction and Judgment;

7 NOW, THEREFORE, the parties hereto hereby agree and stipulate as follows:

8 5. Subject matter jurisdiction lies in this Court pursuant to 28 U.S.C. Sections
9 1331 and 1338, and 15 U.S.C. Section 1121, because this action arises out of, amongst
10 other claims, copyright and Lanham Act claims. Jurisdiction over the remaining state law
11 claims for relief is proper under 28 U.S.C. Section 1367.
12

13 6. Personal jurisdiction lies over the defendants herein because the disputes
14 which form the basis for relief arose in this judicial district; because defendants sell
15 products through an interactive Web site into this judicial district and the State of
16 California generally, forming continuous and systematic contacts with this state and with
17 customers in this state and this judicial district; and because the alleged harm suffered by
18 plaintiff arose and continues to arise in this judicial district.
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21 7. Plaintiff Speedplay, Inc. ("Speedplay") is a California corporation with its
22 principal place of business located at 10151 Pacific Mesa Blvd. #107, San Diego,
23 California, 92121.
24

25 8. Defendant "BicycleBuys" is a limited liability company. It and the other
26 defendants operate a Web site located at <http://www.bicyclebuys.com>. BicycleBuys
27 operates from a storefront business located at 165 Rt. 110, Huntington Station, New York.
28

1 9. Defendant Neil Ir is a principal of Defendant BicycleBuys and operates said
2 entity and the BicycleBuys.com Web site. Defendant Ir is a resident of the State of New
3 York.

4
5 10. Without admitting any of the allegations of Plaintiff's Complaint herein,
6 Defendants BicycleBuys and Neil Ir hereby agree and stipulate to have entered and abide
7 by this Stipulated Permanent Injunction and Judgment.

8 **IT IS SO STIPULATED.**

9
10 Dated: May 19, 2008

11 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

12
13 By s/Rober S. Gerber
14 ROBERT S. GERBER /MICHAEL MURPHY
15 Attorneys for Plaintiff
16 SPEEDPLAY, INC.

17 Dated: April __, 2008

18 HESSION BEKOFF & COOPER LLP

19
20
21 By s/Andrew Paul Cooper
22 ANDREW PAUL COOPER, ESQ.
23 Attorneys for Defendants
24 BICYCLEBUYS and NEIL IR

25 Dated: May 14, 2008

26 SPEEDPLAY, INC.

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By s/Sharon Worman-Bryne
SHARON WORMAN-BRYNE
Its: President

Dated: April __, 2008

BICYCLEBUYS, LLC

By s/Neil Ir
NEIL IR
Its: Main Member

Dated: April 23, 2008

By s/Neil Ir
NEIL IR

STIPULATED PERMANENT INJUNCTION AND JUDGMENT

Based upon the foregoing stipulation of the parties, and with good cause appearing therefor, this Court HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. Defendants BICYCLEBUYS and NEIL IR, and each of them, directly and indirectly, operating under their own names or other names, are hereby permanently enjoined from:

(a) engaging in copyright infringement of the text and photographs appearing on SPEEDPLAY, INC.'s Web site, www.speedplay.com;

(b) engaging in trademark infringement of SPEEDPLAY, INC.'s registered marks;

(c) selling SPEEDPLAY, INC. product on Defendants' Web site, www.bicyclebuys.com, or otherwise; and

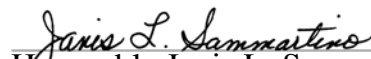
(d) purchasing product from any authorized SPEEDPLAY, INC. dealer or otherwise for purposes of resale.

2. Plaintiff SPEEDPLAY, INC. shall have judgment, jointly and severally, in the sum of \$11,000.00 against Defendants BICYCLEBUYS and NEIL IR.

3. If enforcement of this Stipulated Permanent Injunction and Judgment becomes necessary, then SPEEDPLAY, INC. shall be entitled to recover its actual attorneys' fees and costs incurred in connection therewith from Defendants.

IT IS SO ORDERED.

DATED: May 20, 2008


Honorable Janis L. Sammartino
United States District Judge

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